



FORMAL INVITATION FOR BID
680R-07
Rehab of Residence at 1503 Grissom Lane
And 603 Rose Avenue

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**TOWN OF BLACKSBURG, VIRGINIA
FORMAL INVITATION FOR BID**

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| Page 1 of 15 plus work write up | Issue Date: May 2, 2007 |
| Bid Number: 680R-07 | Bid Title: Rehab of Residences at 1503 GRISSOM LANE AND 603 ROSE AVENUE |
| Bid Opening Time & Date: June 6, 2007 3:00 lpt | Required By: See Specifications |
| Bid Bond Required: 5% Required at time of bid submittal if the bid price is over \$100,000 | Last Date for Written Technical Questions: MAY 16, 2007 |
| ADDENDA WILL BE POSTED ON THE TOWN'S WEB SITE BY MAY 18, 2007. PLEASE BE SURE TO CHECK THE SITE AT WWW.BLACKSBURG.GOV.BID/PHP | MANDATORY PRE-BID MEETING: May 23, 2007, 9:00 AM at 141 Jackson Street, Blacksburg, VA. |

GENERAL TERMS AND CONDITIONS

1.0 INSTRUCTIONS TO BIDDERS

1.1.1 BID RECEIPT. Bids must be delivered to the Town of Blacksburg Purchasing Agent, 141 JACKSON STREET (new address), Blacksburg, VA 24060 by the above opening date and time. Bids must be submitted in a sealed envelope with the Bid Number, Title and Opening Date and Time and Contractor's License number shown clearly on the envelope. Bids received after the above time and date will be returned to bidder unopened. Two copies of your bid price form are required.

1.1.2 ENVELOPE IDENTIFICATION: The signed Bid Form and all other required documents **must** be returned in **sealed** envelope. The Bidder shall clearly mark on the **outside** of the envelope, SEALED BID, include the bid number and subject, bid opening date and time, and the bidder's complete mailing address, and Contractor's State License Number, Class of License, and Expiration Date. Sealed bids may be hand delivered to the designated location.

1.1.3 PREMATURE OPENING OF BIDS: The Town will not be responsible for premature opening or late arrival of bids improperly addressed or identified. If a bid is mailed in an envelope, not as specified, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid to be disqualified. The Town reserves the right to declare such a bid as non-responsive

1.1.4 PUBLIC OPENING: Bids will be publicly opened and read aloud on the date, at the time as stated above.

1.1.5 BID CLARIFICATION: Clarification of Bid Documents: If any Bidder has questions about the Invitation for Bid, the Bidder should notify, in writing, the Purchasing Agent by the date as stated in this bid package. The Town will answer questions in writing and will supply the same information to all known prospective bidders via addenda which will be posted on the Town's web site at www.blacksburg.gov/bid.php.

Revisions to the solicitation will only be made by addendum issued by the Purchasing Office.

1.1.6 ADDENDA: All addenda will be issued by the Town via First Class U.S. Mail. All such addenda shall become a part of the solicitation documents, must be addressed in the bid and shall become a Contract Document. The Town accepts no liability for late nor non-receipt of addenda. The Fax number for the Purchasing Division is (540) 961-1514. Questions pertaining to this bid may be sent via fax, however, faxed bids shall not be accepted.

1.1.7 BID BOND OR GUARANTEE: 5% bid bond is required if bid is over \$100,000.

1.1.8 PERFORMANCE AND PAYMENT SECURITY: 100% Performance Bond & Labor Material Payment Bonds are required if bid is \$100,000 and over.

1.1.9 CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for seventy thousand dollars (\$70,000) or more, or if the total value of all such contracts undertaken by Bidder within any twelve-month period is five hundred thousand dollars (\$500,000) or more, the Bidder is required under Title 54, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a “**CLASS A CONTRACTOR**”. If such a contract is for fifteen hundred dollars (\$1,500) or more, but less than seventy thousand dollars (\$70,000), the Bidder is required to be licensed as a “**CLASS B CONTRACTOR**”. The Bidder shall place on the outside of the envelope containing the bid whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. __, Specialty __, Exp. Date __

Licensed Class B Virginia Contractor No. __, Specialty __, Exp. Date __

If the Bidder shall fail to provide this information on his bid or on the envelope containing his bid and shall fail to promptly provide said Contractor license number to the Town in writing when requested to do so before or after the opening of Bids, he shall be deemed to be in violation of Section 54-1115 of the Code of Virginia (1950), as amended, and his bid will not be considered.

If a Bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

1.2.0 LICENSE REQUIREMENT: All firms having a business location or office in the Town of Blacksburg are required to be licensed in accordance with the Town’s “Business, Professional and Occupational Licensing (BPOL) Tax” Ordinance and the BPOL license number must be indicated on the bid form. Wholesale and retail merchants without a business location in the Town are exempt from this requirement. Questions concerning the BPOL tax should be directed to the Finance Department, telephone number (540)961-1108.

1.2.1 WITHDRAWAL OF BID DUE TO ERROR:

A Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made

directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

The Bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and submit bid “work papers” with said notice.

No bid may be withdrawn under this section when the result would be the awarding of the Contract on another bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent.

If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.

1.2.2 BIDDER’S RESPONSIBILITY: Bidders shall examine the Contract Documents and shall exercise their own judgment as to the nature and total amount of all work to be done. No plea of ignorance of conditions that exist or that may later exist, or if conditions or difficulties that may be encountered in the work as a result of failure to make the necessary examination and investigation will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail the requirements of the contract documents, or will be accepted as a basis for any claims whatsoever for extra compensation.

In order for the bid to be considered for award, all requested information on all the required forms must be provided. Bidders should review the documents prior to submission to insure that there are no omissions or blanks

1.2.3 INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Town. No substitutions or cancellations shall be permitted without prior written approval from the Purchasing Agent.

1.2.4 ACCEPTANCE OF BIDS: Bids submitted shall be binding for sixty (60) calendar days following the bid opening date, unless extended by mutual consent of all parties.

1.2.5 MULTIPLE AWARDS: The Town reserves the right to award multiple contracts for all of the specified item(s) or service(s) described by the invitation for bid to more than a single responsive and responsible bidder. Multiple contracts may also be awarded to the lowest responsive and responsible bidder for each required good, service, or equipment, described by the invitation for bid.

1.2.6 MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets and descriptive literature shall be provided with the bid or delivery for each chemical and/or compound offered and/or purchased. Failure on the part of the Bidder to submit such data may be cause for declaring the bid as non-responsive.

1.2.7 SAMPLES: If required must be furnished free of expense to the Town on or before date specified. If not destroyed in examination, they will be returned to Bidder, if required, at Bidder's expense. Each sample must be marked.

1.2.8 CONDITION OF ITEMS: All items bid shall be new, current model year, in first class condition and include containers suitable for shipment and storage, unless indicated in solicitation.

1.2.9 PRICING ERRORS: In case of an error in price extension, the firm fixed unit price shall govern.

1.3.0 QUANTITIES: The Town does not guarantee any minimum or maximum. While the Intent of this Invitation for Bid is to purchase an exact quantity as stated, the Town reserves the right to increase or decrease the quantity should it be deemed in the Town's best interest. Quantities as specified are approximate and are prepared for the solicitation.

1.3.1 PROPRIETARY INFORMATION OR TRADE SECRETS:

Bidders are advised that Section 2.2-4342 of the Code of Virginia, i.e., the Virginia Public Procurement Act, shall govern public inspection of all records submitted by the Bidder. Specifically, if Bidder seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, **Bidder shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is needed.** Furthermore, the Bidder shall submit proprietary information under separate cover, and the Owner reserves the right to submit such information to the Town Attorney for concurrence of the Bidder's claim that it is in fact proprietary. References may be made within the body of the bid to proprietary information; however, all information contained within the body of the proposal not labeled proprietary or otherwise not meeting all three of the requirements of Section 2.2-4342 shall be public information in accordance with State statutes.

1.3.2 EQUALS: Unless otherwise specified herein, the name of a certain brand, make or manufacturer is used only to convey general style, type, character, and quality of the article desired. It is not intended to restrict bidders to the specific brand name; however, it is the Bidder's responsibility to prove their product as equal.

1.3.3 NO RESPONSE: Failure to respond to this bid, even in the event of a "No Bid" may be grounds for removal from the Town's Bid list.

1.3.4 TIE BIDDING: Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent or designee and/or investigation for Anti-Trust violations.

1.3.5 CONDITIONAL BIDS: A conditional or qualified bid shall not be accepted.

1.3.6 AVAILABILITY OF FUNDS: Unless canceled or rejected, the responsive bid from the lowest responsible Bidder shall be accepted as submitted, except that if the responsive bid from the lowest responsible Bidder exceeds available funds, the designated official may negotiate with the apparent low Bidder to obtain a contract within available funds. Such negotiated adjustment shall be based upon eliminating, in order, independent deductive items specified in the Invitation to Bid, reduction in unit price or reduction in scope of work.

1.3.7 INDEMNIFICATION: The Bidder shall indemnify, defend and hold harmless the Town of Blacksburg, Virginia, its officers, officials, agents and employees from any claim, damages, injury, or death and action of any kind, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Bidder or any services of any kind or nature furnished by the Bidder. This undertaking shall not apply to damage, injury or death suffered in the performance of a construction contract caused by or resulting solely from the negligence of the Town, its agents or employees attributable to the sole negligence of the Town, its agents or employees.

2. AWARD

2.1.1 NEGOTIATION: The contract shall be awarded to the responsive bid submitted by the lowest responsible bidder. Unless canceled or rejected, a responsive bid from the lowest responsible shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, and if, time or economic considerations preclude resolicitation of work of reduced scope, the Town Manager or his designee may negotiate with the apparent low bidder to obtain a contract price within available funds. If both conditions set forth in the preceding sentence are not met, the Town shall not have the power to so negotiate

2.1.2 TECHNICALITIES/INFORMALITIES: The Town reserves the right to accept or reject all or any part of the bids, waive minor technicalities or informalities and award the Contract to the lowest responsive, responsible Bidder to best serve the interest of the Town.

2.1.3 UNIT COSTS: The low bid shall be determined by the firm fixed unit prices as listed in the Pricing Schedule (bid form) that completely satisfies the specifications and time schedules.

2.1.4 SPLIT AWARDS: The Town reserves the right to award on a lump sum basis, individual line item basis or such combinations that it deems to be in its best interest. It also reserves the right to accept or reject any or all bids and to waive informalities and/or irregularities.

2.1.5 PURCHASE ORDER: The resulting purchase order shall cover the cost of all labor, materials, equipment, transportation and supplies necessary for or incidental to the bid as specified herein.

2.1.6 EVALUATION: A purchase order shall be issued to the lowest responsible and responsive bidder. Bids will be evaluated in accordance with Section 2.2-4301 of Virginia State Procurement Code to include but not be limited to cost, value analysis, inspection, testing, quality, workmanship, delivery and suitability for a particular purpose

2.1.7 QUALIFICATIONS: The Bidders shall provide the names, addresses and telephone numbers of at least three (3) other firms or government agencies for whom a similar type of work has been performed in the past twelve (12) months. **BIDDERS MUST COMPLETE AND RETURN THE REFERENCES FORM.**

The Town of Blacksburg will consider, in determining the qualifications of a bidder, his record in performance of any contracts for the services into which he may have entered with the Town or with other public bodies or corporations; and, the Town of Blacksburg expressly reserves the right to reject the bid of such bidder, if such record discloses that said bidder, in the opinion of the Town, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded his obligations to subcontractors, suppliers or employees.

The Town of Blacksburg will make an investigation as to the ability of the bidder to perform the work. The Town of Blacksburg reserves the right to reject any bid, if the evidence submitted by, or investigation of bidder, fails to satisfy the Town that such bidder is properly qualified by experience and financial status to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

The Town reserves the right to inspect bidder's facility, **PRIOR TO AWARD**, to satisfy questions regarding the bidder's capabilities.

2.1.8 PROGRESS SCHEDULE: A Notice of Award shall be issued, by the Purchasing Office, within five (5) working days of the decision to award. This notice of Award will designate the Project Manager and instructions on a pre-construction conference, if applicable

A meeting will be held with the apparent low bidder to determine scheduling and availability.

The successful bidder shall return executed contract documents, insurance certificates and performance, labor/material payment bonds to the Purchasing Agent within ten days.

In case of the failure of the Bidder to furnish the required forms, the Owner may consider the Bidder in default, in which case the Bid Bond shall become the property of the Owner.

The Owner within ten days of receipt of these documents will issue completely executed contractual documents.

The Notice To Proceed shall be included with the purchase order.

The Contractor shall commence work on the date as stated on the Notice to Proceed with full completion by the completion date as stated on same Notice. The time so stipulated shall be deemed to be of the essence of the Contract.

2.1.9 INSURANCE: By signing and submitting a bid for this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverage **at the time the work commences**. Additionally, it will maintain these during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission.

The Contractor shall provide the Purchasing Agent with a Commonwealth of Virginia Certificate of Insurance **PRIOR** to the commencement of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum limits of liability shall be:

- (1) Worker's Compensation—Standard Virginia Worker's Compensation Policy.
- (2) Employer's Liability--\$100,000.00
- (3) Broad Form Comprehensive General Liability--\$500,000.00 Combined Single Limit. The Town of Blacksburg is **to be named as an additional co-insured** with respect to the services being procured. This coverage to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- (4) Automotive Liability--\$500,000.00 Combined Single Limit.

A thirty-day written notice of cancellation or non-renewal shall be furnished by certified mail to the Purchasing Agent at the address indicated on the solicitation.

2.2.0 BID PROTEST: Any bidder desiring to protest the award or decision to award this contract shall submit such protest in writing to the Purchasing Agent within ten days after public notice of award or the announcement of the decision to award, whichever occurs first. Public notice of the award and/or decision to award shall be posted on the bulletin board in the Purchasing Office.

3.0 DELIVERY

3.1.1 TIMELINESS: Delivery time is of the essence. Bids must show number of days required to complete the work. Failure to state delivery time obligates Bidder to complete delivery within the specified time frame. This information should be stated even though a delivery date/schedule is contained in the solicitation. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promised without valid reason shall constitute a default and may cause removal from bid list.

3.1.2 SHIPPING: Unless otherwise specified herein, all material shall be shipped FOB destination.

3.2.3 DEFECTIVE ITEMS: Defective items shall remain the property of the bidder until the defect(s) have been corrected or replaced to the satisfaction of the Town. Unaccepted material shall be returned to the bidder at the bidder's expense.

4.0 CONTRACT

4.1.1 VALID CONTRACT: In order for any contract document entered into with the Town of Blacksburg to be valid, it must be executed by an authorized person as defined in Chapter 2, Article V of the Code of the Town of Blacksburg, Virginia. Any Town contract shall be deemed made in Montgomery County, Virginia.

4.1.2 APPLICABLE LAWS AND COURTS: Any Town contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the court of appropriate jurisdiction in Montgomery County, Virginia. The Contractor shall be responsible for compliance with all the laws of the Commonwealth of Virginia, all ordinances and regulations of the Town of Blacksburg and such other standards, codes, and regulations having application to the goods or services provided.

4.1.3 ASSIGNMENT: Neither party shall assign the contract without the prior written consent of the other party. The contract shall bind the successors and assigns of the parties.

4.1.4 DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town of Blacksburg, after due written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Blacksburg may have.

4.1.5 TERMINATION BY OWNER FOR CONVENIENCE:

Owner may terminate this Contract, in whole or in part, at any time without cause upon giving the Contractor written notice of such termination. Upon such termination, the Contractor shall immediately cease Work. Upon such termination, the Contractor shall take such steps as Owner may require to assign to the Owner the Contractor's interest in all Subcontracts and purchase orders designated by Owner. After all such steps have been taken to Owner's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:

- a. All amounts then otherwise due under the terms of this Contract,
- b. Amounts due for Work performed in accordance with the Contract subsequent to the latest approved Certificate for Payment through the date of termination,
- c. Reasonable compensation for the actual cost of demobilization (if any) incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation or

damages for lost profits or for any other type of contractual compensation or damages other than those provided by the preceding sentence. Upon payment of the foregoing, Owner shall have no further obligations to Contractor of any nature.

4.1.6 CHANGES, ADDITIONS, DELETIONS: No changes, additions, deletions or substitutions of specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges, or price will be permitted without the prior written approval from the Purchasing Office of the Town of Blacksburg

4.1.7 CONTRACTUAL DISPUTES: All claims which may arise under this agreement shall be resolved through the procedure set forth in Blacksburg Town Code section 16-506 "Contractual Disputes."

4.1.8 CONTRACTUAL DOCUMENTS: The contract entered into by the parties shall consist of this Invitation for Bid, Owner's General Terms and Conditions, supplemental conditions, the bid submitted by the Contractor, the Town of Blacksburg's Contract or Purchase Order, any change orders issued, addenda, all of which may be referred to as the Contract Documents.

4.1.9 COOPERATIVE PROCUREMENT: Other public bodies within the Commonwealth of Virginia may utilize this bid (if not for construction) and subsequent contract award if the vendor is in agreement .

5.0 PAYMENT

5.1.1 PROGRESS PAYMENTS: Progress payments are allowable with no more than five percent (5%) being retained by the Town until completion of the work and inspection and acceptance by the Town. Terms are Net 30.

5.1.2 INVOICES: All invoices and statement shall reference the purchase order number and be submitted to Town of Blacksburg. Accounts Payable, PO Box 90003, Blacksburg, VA 24062-9003.

5.1.3 SUBCONTRACTS: Upon request, the Contractor shall provide the names and addresses of all major material suppliers and subcontractors to the Town of Blacksburg.

5.1.4 SUBCONTRACTOR PAYMENT REQUIREMENT

For any contract with a nongovernmental, privately owned enterprise, for goods or services, the contract shall include:

- a. a payment clause which obligates the contractor to take one of the two following actions within seven days after receipt of amount paid to the contractor by the Town for work performed by the subcontractor under that contract:
 1. Pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under that contract, or:
 2. Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. A payment clause that requires (i) individual contractors to provide their social security numbers and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- c. An interest clause that obligates the contractor to pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of

payment from the Town for work performed by the subcontractor under that contract, except for amounts withheld as allowed above.

- d. An interest rate clause stating, “Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
- e. The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

6.0 LAWS & REGULATIONS

6.1.1 LAWS AND REGULATIONS: The Contractor shall give all notices and comply with all laws, ordinances, regulations, and lawful orders of any public authority bearing on the performance of the work.

The contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia (1950), as amended, relating to labor unions and the “right to work”, and all Contractors and Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to this project shall comply with all of the said provisions.

The Contractor shall furnish the Town copies of affidavits upon request giving the original dates, renewal dates and expiration dates of all labor contracts related to any phase of the work to be performed on the project site under this contract, if applicable.

The provisions of all regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia (1950), as amended, shall apply to all work under this contract.

6.1.2 AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Town of Blacksburg, whichever is sooner. The Town, its authorized agents, and/or State auditors shall have full access to and the right to examine any of the said materials during said period.

6.1.3 ANTI-TRUST: By entering into a contract the Bidder conveys, sells, assigns, and transfers to the Town of Blacksburg all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Blacksburg under the contract.

6.1.4 ETHICS IN PUBLIC CONTRACTING: The provisions contained in Sections 2.2-4367 – 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia (1950), as amended, shall be applicable to all contracts solicited or entered into by the Town of Blacksburg. A copy of these provisions may be obtained from the Purchasing Office upon written request.

By submitting their bids, all Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction of any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

6.1.5 DEBARMENT STATUS: By submitting a Bid or by the acceptance of a Town of Blacksburg Purchase Order, all firms certify that they are **not** currently debarred from doing business with or in the

Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from doing business with or in the Commonwealth of Virginia.

6.1.6 NONDISCRIMINATION: Bidders certify to the Town that they will comply with 2.2-4311 Virginia Code, in that every contract over \$10,000, the provision shall apply: During the performance of this contract, the contractor agrees he will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex or national origin except where race, religion, color, age, sex or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the Contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor in all solicitations or advertisement for employees placed by or on behalf of the Contractor, will state that such Contract, is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The contractor will include the provisions of the foregoing in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor. The Town does not discriminate against faith based organizations.

6.1.7 DRUG-FREE WORKPLACE: During the performance of this contract, if the contract is over \$10,000 the contractor agrees to (I) provide a drug free workplace for the contractor's employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug free workplace and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

6.1.8 MINORITY UTILIZATION: It is the policy of the Town of Blacksburg to contribute to the establishment, preservation, and strengthening of minority business enterprises and to encourage the participation of minority businesses in Town procurement activities. Towards that end, the Owner encourages firms to provide for the participation of minority owned businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities

6.1.9 OWNER TAX STATUS: The Town of Blacksburg is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate shall be furnished upon request. The Town's Federal Tax ID number is 54-6001146.

SUPPLEMENTAL CONDITIONS

LIQUIDATED DAMAGES: None required.

BID FORM

Bid IFB680R-07

In compliance with your Invitation for Bid, the undersigned hereby proposes to furnish the plant, labor, materials and equipment and perform all work, in accordance with the plans and specifications, including all addenda, in consideration of the price as set forth below. Note: bids may be submitted on one house or both.

Base Rehabilitation – 1503 Grissom Lane \$ _____

Base Rehabilitation – 603 Rose Avenue \$ _____

Grand Total \$ _____

THE BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA (IF ANY):

_____ DATED _____

_____ DATED _____

COMPLETION: Grissom Lane _____ days after bid award. Rose Avenue _____ days after bid award.

We further agree to follow all applicable State and Local building codes in the performance of said work.

COMPANY _____

AUTHORIZED SIGNATURE _____

BUSINESS ADDRESS _____

TELEPHONE _____ FAX _____

Email Address _____

CONTRACTORS LICENSE NUMBER _____

Is company certified by the Virginia Department of Minority Business Enterprises? _____

Is company certified as a DBE (federal)? _____

Date _____

**TOWN OF BLACKSBURG
HOUSING REHABILITATION PROGRAM
BLANC
603 ROSE ROAD**

EXTERIOR

ROOF

- | | |
|--|----|
| 1. Remove roofing shingles and dispose of. | \$ |
| 2. Replace any damaged or rotten sheathing. | \$ |
| 3. Install 30 year Architectural shingles over #15 felt. | \$ |
| 4. Install ice shield, drip edge, install new flashing around all dormers and chimneys. Install new boots around all vent pipes. | \$ |

TRIM

- | | |
|---|----|
| 5. Replace any rotten or damaged wood trim, soffit, rake, fascia etc. | \$ |
| 6. Cover all exterior trim w/ aluminum coil stock. | \$ |

SIDING

- | | |
|---|----|
| 7. Cover all exterior siding with double five insulated vinyl siding. | \$ |
|---|----|

GUTTERS

- | | |
|--|----|
| 8. Remove gutters and down spouts. | \$ |
| 9. Install aluminum seamless gutters and down-spouts. Install splash blocks at all outlets. Install plastic drainage to some outlets. Those are to be determined in the field. | \$ |

SIDE PORCH

- | | |
|---|----|
| 10. Tear off existing side porch. | \$ |
| 11. Install new side porch with 4' x 4' landing, three stringer steps with treads and closed risers. All material is to be treated. | \$ |

REAR PORCH

- | | |
|---|----|
| 12. Install new treated handrail on back porch. | \$ |
|---|----|

| | |
|---------------------------------|-----------|
| Total all exterior work. | \$ |
|---------------------------------|-----------|

INTERIOR

KITCHEN

- | | |
|--|----|
| 13. Install 12" x 12" tile in kitchen. Owner has purchased tile to match dining. | \$ |
| 2. Install weather stripping to rear door. Paint door two coats. | \$ |
| 14. Prep walls and ceiling. Repair wall above sink. Paint room two coats. | \$ |
| 15. Prep and paint trim with two coats of paint. | |
| 16. Supply and install 30" electric range. | \$ |
| 17. Supply and install a new 18 cubic ft Refrig. | \$ |
| 18. Remove cabinets as shown on drawing. | |
| 19. Install cabinets as shown on drawing. | |
| 20. Install a new 8" deep stainless steel sink w/ single lever faucets | |
| 21. Install counter top with rolled front and 4" back splash. | |
| 22. Install new over head light fixture | |
| 23. Install 2 speed hood fan w/ light (Broan or equal) | |
| NOTE: Wall cabinets are to run to ceiling, no bulkhead | |

BATH

| | |
|---|----|
| 24. Tear out tub surround. | \$ |
| 25. Remove damaged wall area behind surround. Replace and damaged structural members including stud walls, joist and sub-floor. | \$ |
| 26. Install cement board behind surround area. Install blue board in remaining areas. | \$ |
| 27. Install new tub surround similar to design of existing surround. | \$ |
| 28. Install passage lock on bath door. | \$ |
| 29. Install switch and fan light combo. Work is to include all cutting, patching drywall. Fan is to be duct outside. | \$ |
| 30. Install new single lever tub faucets with shower head. | \$ |
| 31. Check basin for possible leaks and repair. | \$ |
| 32. Paint room (total) including trim with two coats of semi-gloss paint. | \$ |

BEDROOM # 1

| | |
|--|----|
| 33. Prep and paint trim w/ two coats of paint. | \$ |
|--|----|

BEDROOM # 2

| | |
|--|----|
| 34. Repair closet door so it will latch. | \$ |
|--|----|

UP BEDROOM/BATH

| | |
|--|----|
| 35. Install new lavatory with faucets and plumbing hook up. | \$ |
| 36. Install new toilet with new wax ring and plumbing hook up. | \$ |

PAINTING

| | |
|--|----|
| 37. Prep and paint Living room, dining and hall way, walls ceiling and trim. | \$ |
|--|----|

BASEMENT

| | |
|---|----|
| 38. Plug hole along rear of foundation. | \$ |
|---|----|

FLOORING

| | |
|--|----|
| 39. Sand and edge wood floors. Counter sink and fill all nail holes. Apply a sanding sealer and two coats of polyurethane varnish. | \$ |
|--|----|

WINDOWS

| | |
|--|----|
| 40. Remove existing windows (12), install new insulated vinyl replacement windows with fold out sash and screens and divided lights. | \$ |
|--|----|

NOTE; This does not include windows on rear sun room.

PLUMBING

| | |
|--|----|
| 41. Remove water heater, install new 48 gal. electric water heater. | \$ |
| 42. Remove galvanized supply line, install new copper supply lines. | \$ |
| 43. Remove existing sump pump and exhaust line. Install new sump pump with hard exhaust line. Sump pump is to be located in a concrete box in same location. | \$ |

HEATING

44. Remove existing heating system, install new gas fired boiler. Work is to include new controls, shut off valve, check valve, draincock, automatic pressure gage and thermometer. Installation is to include correct sizing of pipe to prevent excessive bleeding. System shall be installed to provide and maintain 70 degrees F. indoor temperature when exterior temperature is -10 degrees F. **Boiler shall have a AFUE rating of 90+**
- All work is to be inspected by the Town of Blacksburg building official. Contractor is to check w/ the Town Building official to see if removal of existing oil storage tanks is required. If required contractor will be responsible for disposal of oil and tanks in a environmentally approved manor.

ELECTRICAL

Install outlets and fixtures in the following rooms;

Living room- install grounded outlets.

Kitchen- install two GFIC outlets

Dining room- install grounded outlets, install hard wired smoke detector w/ battery back up.

Bath- install GFIC outlet

Bedroom # 1- install grounded outlets, install hard wired smoke detector w/ battery back up.

Bedroom# 2- install grounded outlets, install hard wired smoke detector w/ battery back up.

Up bath- install GFIC outlet

Up bedroom- install hard wired smoke detector w/ battery back up.

Basement- install switch and three covered light fixtures. Rewire washer and dryer. Install wiring for sump pump. Install new switch and covered fixture in front room of basement

INSULATION

45. Install R-21 insulation in floor area. \$

TERMITES/INFESTATION

46. Treat for termites and infestation and supply certificate of treatment. \$

Total all interior work. \$

Total all exterior work \$

Total all Rehabilitation \$

NOTE: Contractor is responsible for obtaining all permits and having the Town Building Official perform all inspections. The Contractor is required to obtain separate permits for Electrical, Plumbing and HVAC work.